

**United States Department of Agriculture (USDA)
Kansas City Commodity Office (KCCO)**

**Solicitation Number: KCCO-EOD-06-RFP-003
Marine Cargo Discharge-Delivery Surveys**

Issue Date: August 1, 2006

Table of Contents

Section A	Instructions to Offerors	3
A.1.	Issued By	3
A.2.	Method of Solicitation	3
A.3.	Offer Due Date/Local Time	3
A.4.	For Solicitation Information	3
A.5.	Submission of Offers	3
A.6.	Submit Invoices to	4
Section B	General Description of Services	4
Section C	Schedule of Services	4
C.1	Locations	4
C.2	Volume	4
C.3	Types of Shipments	5
C.6	Task Orders	5
Section D	FAR Solicitation Provisions	5
Section E	AGAR Solicitation Provisions	8
Section F	FAR Contract Clauses and Addenda	9
Section G	AGAR Contract Clauses	19
Section H	Performance Work Statement	20
Part 1	Background	20
Part 2	Scope Of Work	20
Part 3	Applicable Documents	21
Part 4	Required Services	21
Part 5	Deliverables	22
Part 6	Quality Assurance Plan	22

Section A Instructions to Offerors

A.1. Issued By

United States Department of Agriculture (USDA)
Kansas City Commodity Office (KCCO)
Export Operations Division, Stop 8738
P.O. Box 419205
Kansas City, MO 64141-6205

A.2. Method of Solicitation

Request for Proposals (RFP)

A.3. Offer Due Date/Local Time

September 1, 2006
4:00 p.m. CT

A.4. For Solicitation Information

Robert Buxton, Contracting Officer
Email: robert.buxton@kcc.usda.gov

A.5. Submission of Offers

Offerors shall submit the proposal package pursuant to the provision 452.215-71, Instructions for the Preparation of Technical and Business Proposals located in Section E.

In accordance with FAR 52.212-1, return the complete solicitation package via regular mail to:

United States Department of Agriculture (USDA)
Kansas City Commodity Office (KCCO)
Export Operations Division, Stop 8738
P.O. Box 419205
Kansas City, MO 64141-6205

or express mail to:

United States Department of Agriculture (USDA)
Kansas City Commodity Office (KCCO)
Export Operations Division, Stop 8738
6501 Beacon Drive
Kansas City, MO 64133-4676

A.6. Submit Invoices to

United States Department of Agriculture (USDA)
Kansas City Commodity Office (KCCO)
Export Operations Division, Stop 8738
P.O. Box 419205
Kansas City, MO 64141-6205

For express mail:

Kansas City Commodity Office (KCCO)
Export Operations Division, Stop 8738
6501 Beacon Drive
Kansas City, MO 64133-4676

Section B General Description of Services

The Kansas City Commodity Office procures staple foods for use in export food aid programs administered by U.S. Agency for International Development and Foreign Agriculture Service. The purpose of the Marine Cargo Discharge-Delivery Survey service is to ensure that all subject food aid cargoes are surveyed at discharge locations and, if applicable, customs and final delivery locations. The evidence gathered by surveyors and the survey reports issued as a result of the surveys performed are to be used by the Government to pursue shortage and damage claims against ocean carriers. The Performance Work Statement (PWS) under Section H provides the Government's requirements.

Section C Schedule of Services

C.1 Locations

Provided in the table below are those countries for which the Government intends to award indefinite delivery/indefinite quantity requirements contracts. Separate indefinite delivery/indefinite quantity requirements contracts shall be awarded for each country.

Afghanistan	Bolivia	Cameroon	Central America *	Ecuador
Ethiopia	Peru	Sudan	U.A.E.	Yemen

* Includes Guatemala, Nicaragua, El Salvador, Panama, Belize, Costa Rica, and Honduras

C.2 Volume

The Contractor shall be responsible for filling all the survey requirements needed by the Government for cargoes delivered to the country covered by the particular contract during the contract period, with performance scheduled by issuance of task orders to the Contractor. The following table provides the approximate tonnages, broken out by type of shipment, that have been shipped since fiscal year 2002. This data is provided **for informational purposes only** and there is no guarantee that the Contractor will survey similar tonnages in these countries.

Country	Type	FY02	FY03	FY04	FY05	FY06
Afghanistan	Bulk				8,000	
	Breakbulk					
	Container			4,196		
Bolivia	Bulk		25,000		26,500	13,000
	Breakbulk	11,649		12,090		
	Container	11,241		1,332		
Cameroon	Bulk					
	Breakbulk			13,975		10,991
	Container			6,992		
Central America	Bulk	89,263	35,465	39,999	70,004	47,057
	Breakbulk	140		1,386		
	Container	20,073	8,755			9,982
Ecuador	Bulk	58,019			25,999	16,000
	Breakbulk					
	Container					
Ethiopia	Bulk	9,000	247,250	37,460	50,620	42,970
	Breakbulk	12,415	56,761	25,731	11,650	20,579
	Container	736	21,738	5,739	6,294	140
Peru	Bulk					
	Breakbulk	12,712	3,785		530	
	Container	3,001	5,985	3,021	380	
Sudan	Bulk		25,000	60,000	16,890	71,040
	Breakbulk	6,286	15,066	4,720	10,929	828
	Container	2,609	3,720	11,913	12,971	11,465
U.A.E.	Bulk					
	Breakbulk					
	Container				33,109	38,784
Yemen	Bulk	60,002	50,000	97,001	22,001	
	Breakbulk	39,270	26,789	4,985	10,161	
	Container	7,968	11,055	15,545	7,695	

C.3 Types of Shipments

Food aid cargoes may be shipped in bulk form on bulk vessels or in packaged form (20 pound to 50 kilogram paper or polypropylene bags, cardboard cartons containing various consumer pack quantities, liquid 20 liter pails and 208 liter drums). These packaged cargoes may be shipped by bulk vessel, tanker, breakbulk vessel, lash barges, or in container vans.

C.6 Task Orders

The Government intends to issue task orders electronically pursuant to Section H; however, it reserves the right to issue task orders orally, or by facsimile, if necessary. Task orders will include information detailing the cargo to be surveyed, the identifying information for the cargo, the vessel on which it is shipped, the destination(s), and contact information.

Section D FAR Solicitation Provisions

52.212-1 Instructions to Offerors – Commercial Items (January 2006)

Addenda

(b) Submission of Offers.

- (12) Offerors shall also identify the specific country(ies) for which they are offering.
- (13) Offerors shall also provide an e-mail address for contact

purposes.

(c) Period for acceptance of offers.

The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers

(j) Data Universal Numbering System (DUNS) Number.

Foreign firms are exempted from the requirement to obtain and provide a DUNS number with their proposal.

(k) Central Contractor Registration.

Foreign firms are exempted from the requirement to register in the Central Contractor Registration database unless contract payments are made within the United States.

(End of addenda)

52.212-2 Evaluation-Commercial Items. (January 1999)

(a) The Government will award contracts resulting from this solicitation to the responsible offerors whose offers conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Staffing. The Government will evaluate proposals on the basis of a firm's staffing to be deployed to cover a country's discharge/delivery locations given the potential for simultaneous attendance.
2. Services. The offeror's plan for how the required services (Section H, Part 4) will be met for bulk, breakbulk, and containerized shipments.
3. Past performance. The Government shall evaluate proposals on the basis of customer satisfaction on past (within the last three years) or current Government or commercial contracts similar to this Government requirement. Offerors are allowed to submit information on a maximum of five contracts.

Offerors shall provide the following information on past performance in its proposal:

- a. Contract number
- b. Date of contract
- c. Customer name
- d. Point of contact (name, current phone number, and e-mail address)

In rating an offeror's past performance, information in the offeror's proposal will be considered along with information relating to the subfactors obtained from other sources, such as USDA. The Government reserves the right to contact any and

all references to verify the information provided under the past performance factor. If there is no information on past contract performance of an offeror or past contract performance is not available, the offeror will not be evaluated favorably or unfavorably on this factor. Past performance will be rated as neutral.

4. Experience. The Government will evaluate this factor on the basis of the experience of the surveyors performing survey work on agricultural products.

Each factor is worth either the same as or less than the preceding factor. Technical factors and past performance, when combined, are significantly more important when compared to price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 Offeror Representations and Certifications-Commercial Items. (March 2005)

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far>

<http://www.usda.gov/procurement/policy/agar.html>

(End of clause)

Section E AGAR Solicitation Provisions

452.204-70 Inquiries (Feb 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

(End of provision)

452.215-71 Instructions for the Preparation of Technical and Business Proposals (Sep 1999)

(a) General Instructions. Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

(1) The proposal must include a technical proposal and business (cost) proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the Contractor's understanding of the statement of work may be evaluated.

(2) Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFP, must be clearly identified.

(3) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Provision 52.212-2 of this RFP.

(4) Offerors shall submit their proposal(s) in the following format and the quantities specified:

(a) 5 copies of the completed, signed offer

(b) 5 copies of the technical proposal

(c) 5 copies of the cost proposal

(b) Technical Proposal Instructions. The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the Performance Work Statement. Proposals which merely paraphrase the requirements of the Government, or use such phrases as "will comply" or "standard techniques will be employed" may not be considered further. As a minimum, the proposal must clearly provide the following:

1. The offeror's staffing to be deployed to cover all anticipated locations given the potential for simultaneous attendance.
2. The experience of all personnel performing the work.
3. How the offeror will satisfy each of the requirements listed in Section H, Part 4, Required Services for each type of shipment—bulk, breakbulk, and container.
4. Past performance of the offeror on up to five contracts, Government or commercial, involving similar requirements.

Offerors shall provide the following past performance information in its proposal:

- a. Contract number
- b. Date of contract
- c. Customer name
- d. Point of contact (name and current phone number)

(c) Business (Cost) Proposal Instructions.

Pricing Structure

The offeror shall submit its cost proposal on the rate schedule form KC-337 provided with this solicitation. The offeror may provide different pricing for option years. If so, use separate copies of the KC-337 form for the option years and identify on the form to which option year(s) it applies. Pricing shall be expressed in U.S. currency.

(End of Provision)

452.216-72 Evaluation Quantities--Indefinite-Delivery Contract (Feb 1988)

To evaluate offers for award purposes, the Government will apply the offeror's proposed fixed-prices/rates to the estimated quantities included in the solicitation, and will add other direct costs if applicable.

(End of Provision)

Section F FAR Contract Clauses and Addenda

52.204-4 Printed or Copied Double-Sided on Recycled Paper. (Aug 2000)

52.212-4: Contract Terms and Conditions-Commercial Items. (October 2003)

Addenda

(b) Assignment.

USDA forms CCC-251 (Notice of Assignment) and CCC-252 (Instrument of Assignment) may be obtained at:

<http://www.fsa.usda.gov/daco/procure.htm#Forms> or the contractor may use its own forms provided the forms are essentially consistent with CCC-251 and CCC-252 in content.

(e) Definitions.

- (1) "COTR" means Contracting Officer Technical Representative duly authorized by the Contracting Officer.
- (2) "Breakbulk Vessel" means loose, non-containerized cargo.
- (3) "LASH" means a maritime industry abbreviation for "Lighter Aboard Ship." A specially constructed vessel equipped with an overhead crane for lifting specially designed barges and stowing them into cellular slots in an athwart ship position.
- (4) "Major damage" means damage that in the estimation of the surveyor exceeds USD \$20,000.
- (5) "NGO" means non-governmental organization which receives the food aid to be surveyed.
- (6) "TBL" means through bill of lading.
- (7) "Third party lab" means a laboratory meeting international ISO testing standards that is not affiliated/associated with either the ocean carrier or receiver involved in the shipment.

(t) Central Contractor Registration (CCR).

Foreign firms are exempted from the requirement to be registered in the CCR.

(u) Submission of deliverables.

All survey reports and related survey documentation shall be submitted concurrently with the associated invoice pursuant to Section A.6. Deliverables and invoice may be submitted electronically to the COTR.

(End of addenda)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items. (July 2005)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by

reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (Mar 1999) of 52.219-5.

___ (iii) Alternate II (June 2003) of 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15

U.S.C. 637(d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (July 2005) (15 U.S.C. 637(d)(4).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (July 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

___ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

___ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

___ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.O.s., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(Applicable for payments within the United States.)

___ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [*Contracting Officer check as appropriate.*]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records

involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 Ordering. (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through contract expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 Order Limitations. (October 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than:

Bulk shipment:	1,000 metric tons
Breakbulk shipment:	75 metric tons
Container shipment:	1 container

the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor any order for a single item in excess of:

Bulk shipment:	65,000 metric tons
Breakbulk shipment:	40,000 metric tons
Container shipment:	300 Containers

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period;

provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days past the expiration date of the contract.
(End of clause)

52.217-8 Option to Extend Services. (November 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within sixty (60) days prior to contract expiration date.
(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000).

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.
(End of clause)

52.232-18 Availability of Funds (Apr 1984)

52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

52.246-4 Inspection of Services—Fixed-Price. (Aug 1996)

52.247-5 Familiarization with Conditions (Apr 1984)

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far>

<http://www.usda.gov/procurement/policy/agar.html>

(End of clause)

Section G AGAR Contract Clauses

452.211-74 Period of Performance (Feb 1988)

The period of performance of this contract is from October 1, 2006 through September 30, 2007.

(End of Clause)

452.246-70 Inspection and Acceptance (Feb 1988)

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at: United States Department of Agriculture, Kansas City Commodity Office, 6501 Beacon Drive, Kansas City, Missouri, 64133-4676.

(End of clause)

Section H Performance Work Statement

Part 1 Background

KCCO procures on behalf of its customer agencies, USDA-Foreign Agriculture Service and U.S. Agency for International Development, staple foods for use in foreign food aid distribution programs. The food is purchased in bulk and packaged form and transported overseas by ocean carriers to discharge port or foreign inland destination for delivery to NGOs or foreign governments. The Government's desire is that all food aid it has procured arrives at final destination without loss or damage. However, given the inherent nature of transporting bulk and packaged food long distances by sea and overland in foreign locales, there is a potential for loss or damage. To address this risk, the Government is seeking to hire marine cargo survey companies to attend at discharge, delivery, and other locations where containerized cargoes may be accessed in order to witness and examine cargoes, document the count and condition of these food aid shipments and activities related to disposition, and provide a written report. The survey reports issued by the Contractors will be used by the Government to fix responsibility for loss and damage to the food aid and pursue claims against ocean carriers.

Part 2 Scope Of Work

Contracts will be awarded on a country/region-wide basis. The Contractor shall be the Government's surveyor for that country or region. If a food aid shipment is diverted from one location in the recipient country/region to another location in that country/region, the surveyor will still be responsible for surveying the cargo at the contracted rate.

Bulk cargoes will be shipped in bulk and tanker vessels; packaged cargoes may be shipped in bulk or breakbulk vessels, lash barges, or in containers. Cargoes will be shipped port-to-port or on through bills of lading where the cargoes are transported to inland delivery locations. For port-to-port shipments, the surveyor is required to attend at the discharge port. For shipments moving on through bills of lading (including containerized shipments), the surveyor is required to attend at the following locations:

1. Discharge port (where the transportation changes from an ocean mode of transportation to a land-based mode of transportation) including any customs stations located at port. This may be in a different country than the country/region for which the surveyor has a contract.
2. Delivery location.
3. For containerized shipments, at customs locations outside of port where containers are opened.

In general, we are seeking experienced survey firms, appropriately licensed and having the requisite knowledge, experience, and staffing to perform the work.

Part 3 Applicable Documents

The following legal/regulatory documents are relevant to this acquisition:

- United States Carriage of Goods by Sea Act (COGSA);
- The Harter Act;
- 22 CFR 211—Transfer of Food Commodities for Food Use in Disaster Relief, Economic Development and Other Assistance;
- 7 CFR 1499—Foreign Donation Programs, Liability For Loss, Damage, Or Improper Distribution Of Commodities--Claims And Procedures;
- 7 CFR 1599—McGovern-Dole International Food for Education and Child Nutrition Program

Part 4 Required Services

The Contractor shall provide all management, supervision, and personnel to provide the following under the contract:

1. A single point of contact, including phone number and e-mail, for all matters under the contract(s).

For each cargo shipment:

2. A cargo survey by qualified, experienced surveyors at vessel discharge and, if any, the port customs station.
3. If cargo moves to inland location, a cargo survey by qualified, experienced surveyors at the final delivery location.
4. For any containerized cargoes, a survey at customs locations between discharge port and final destination where containers are opened.
5. Documentation and evidence of:
 - a. the quantity of cargo discharged/delivered
 - b. the condition of cargo discharged/delivered, including a complete description of the type and severity of the damage, and give probable cause of damage.
 - c. if containerized, the number and condition of containers discharge/delivered.
6. In the event of major loss, the Contracting Officer or COTR is notified immediately.
7. Evidence that written notice of loss was presented to carrier/carrier's representative within three days of discharge/delivery.
8. Observe, and provide documentation and evidence for the disposition of any damaged cargo.
9. The names, titles, and organizational affiliations of those present at discharge/customs inspection/delivery/destruction.
10. In the event of damaged cargo, obtain samples and, subject to separate authorization by the Contracting Officer or COTR, provide timely analysis of suspected unfit cargo by an independent third party lab, if local health official is not available.
11. Certifications signed by third parties (vessel personnel, NGO representatives, customs representatives) establishing attendance by

- the Contractor at each location attended.
12. Submission of the preliminary form KC-334 upon completion of discharge/delivery and submission of the final form KC-334 with the survey report.

Part 5 Deliverables

1. The Contractor shall acknowledge receipt of task orders within three days of issuance.
2. The Contractor shall liaise with the KCCO, the applicable vessel agent, and NGO in order to coordinate on-time attendance and the service to be provided.
3. The Contractor shall attend and observe at the locations stipulated in Part 4.
4. The Contractor shall provide a separate, written survey report and supporting documentation, in English or with translation, for each originating vessel's cargo and destination with sufficient detail and documentation so as to fix responsibility for losses occurring while cargo is under the care, custody, and control of the steamship company transporting the cargo. The report may be electronic or hard copy.
5. The complete report shall be submitted within 180 days of completion of discharge/delivery.
6. The Contractor shall provide timely replies to inquiries.

Part 6 Quality Assurance Plan

A. Objective:

The purpose of Quality Assurance Plan (QAP) is to provide quality assurance for the cargo survey services performed under contracts awarded through this solicitation. This plan provides a basis for the Contracting Officer or COTR to evaluate the quality of the Contractor's performance. The oversight provided for in the contract and in this plan shall ensure service levels reach and maintain the required levels throughout the contract term. This plan shall provide the Contracting Officer or COTR with a proactive way to avoid unacceptable or deficient performance, and provide verifiable input for the required annual past performance evaluations.

B. Performance Standards:

1. Frequency:
100 percent inspection. The Contracting Officer or COTR shall monitor and evaluate each deliverable to ensure satisfactory compliance with the performance standards set forth in the QAP.
2. Standards

Required Service	Performance Standard	Incentive/ Disincentive
A single point of contact for all matters under the contract.	100 percent compliance	Past performance evaluation

Required Service	Performance Standard	Incentive/ Disincentive
The Contractor shall acknowledge receipt of task orders within three days of issuance.	95 percent compliance within three days	Past performance evaluation
	100 percent compliance within 7 days	If not met, the Government may terminate the contract.
The Contractor shall liaise with KCCO, the applicable vessel agent, and NGO in order to coordinate on-time attendance and the service to be provided.	95 percent compliance	Past performance evaluation
Documentation and evidence of: a. the quantity of cargo discharged/delivered b. the condition of cargo discharged/delivered, including a complete description of the type and severity of the damage, and give probable cause of damage. c. if containerized, the number and condition of containers discharge/delivered.	For bulk shipments, the following factors: - check vessel holds before and after discharge - conduct draft surveys to establish quantity on free-out shipments, at lightening operations and at ports where scales not available - personally observe and describe in detail the discharge/delivery process - scale information including scale location, scale type, date of last calibration, and other factors affecting scale weight accuracy - for TBL shipments, attendance and reporting on loading of land conveyance - for liquid cargoes and tallow, condition of pumping equipment and shore tanks/tank trucks - provide the actual (or estimated, if actual not available) weight loss of any shortage, or damaged cargo and the type and severity of damage - if cargo bagged by vessel interests, observe bagging operation and report the quantity bagged; document the total bag count and weight and the method of such determination; forward stroke tallies with the survey report to document the quantity of cargo bagged and stacked.	If the performance standard factor is necessary for the fixing of liability for losses to be pursued, and is not met, then past performance evaluation is negatively impacted. Failure to meet performance standards on more than 10 percent of task orders may result in termination of contract.

Required Service	Performance Standard	Incentive/ Disincentive
	<p>For breakbulk shipments, the following factors:</p> <ul style="list-style-type: none"> - check vessel holds before and after discharge - personally observe discharge/delivery - signed, legible, accurate stroke tallies - for TBL shipments, attendance and reporting on loading of land conveyance 	<p>If the performance standard factor is necessary for the fixing of liability for losses to be pursued, and is not met, then past performance evaluation is negatively impacted.</p> <p>Failure to meet performance standards on more than 10 percent of task orders may result in termination of contract.</p>
	<p>For containerized shipments:</p> <ul style="list-style-type: none"> - list container numbers and seal numbers at time of discharge/delivery - personally observe discharge/delivery and comment on container conditions and note container defects, if any - signed, legible, accurate stroke tallies - for TBL shipments, attendance and reporting on loading of land conveyance - attendance and reporting on accessing containers at customs locations 	<p>If the performance standard factor is necessary for the fixing of liability for losses to be pursued, and is not met, then past performance evaluation is negatively impacted.</p> <p>Failure to meet performance standards on more than 10 percent of task orders may result in termination of contract.</p>
In the event of major loss, the Contracting Officer or COTR is notified immediately.	100 percent compliance	Failure to meet the standard on more than 1 shipment may result in contract termination.
Evidence that written notice of loss was presented to carrier/carrier's representative within three days of discharge/delivery.	100 percent compliance when there are losses suffered, if no mitigating circumstances. Determination of mitigation is at the discretion of the Government.	Failure to meet the standard on more than 2 shipments may result in contract termination.
Observe, and provide documentation and evidence for the disposition of any damaged cargo.	-100 percent compliance for observation, if no mitigating circumstances. Determination of mitigation is at the discretion of the Government.	Past performance evaluation
	<ul style="list-style-type: none"> - Document reconstitution efforts and results - Obtain health officer's certificate for cargoes suspected to be unfit - Provide disposal or destruction documentation 	

Required Service	Performance Standard	Incentive/ Disincentive
The names of those present at discharge/customs inspection/delivery/destruction, including names, titles, and organizational affiliations.	Firm should identify any individuals participating in the operations attended.	Past performance evaluation
In the event of damaged cargo, obtain samples and, subject to separate authorization by the Contracting Officer or COTR, provide timely analysis of suspected unfit cargo by an independent third party lab, if local health official is not available.	- When local health official is not available, representative samples are obtained: - 100 percent compliance	Past performance evaluation
	- Analysis performed within two weeks: - 100 percent compliance when major damage (damage that in the estimation of the surveyor exceeds USD \$20,000) is present - 75 percent compliance when value of the loss is minor	
Certifications signed by third parties (vessel personnel, NGO representatives, customs representatives) establishing attendance by the Contractor at each location attended.	100 percent compliance, if no mitigating circumstances. Determination of mitigation is at the discretion of the Government.	Past performance evaluation
The complete report shall be submitted within 180 days of completion of discharge/delivery.	100 percent compliance, if no mitigating circumstances. Determination of mitigation is at the discretion of the Government.	Past performance evaluation
Timely replies to inquiries	100 percent compliance within seven days, if no mitigating circumstances. Determination of mitigation is at the discretion of the Government.	Past performance evaluation
Submission of the preliminary form KC-334 upon completion of discharge/delivery and submission of the final form KC-334 with the survey report.	For preliminary information, 100 percent compliance in cases where losses are noted.	Past performance evaluation
	For final information, 100 percent compliance. KC-334 shall be submitted with the survey report.	Past performance evaluation